

the Town of Luther



*a friendly community*

**BOARD OF TRUSTEES FOR THE LUTHER PUBLIC WORKS AUTHORITY  
TUESDAY, JULY 12, 2022, IMMEDIATELY FOLLOWING  
THE TOWN BOARD OF TRUSTEES MEETING AT 7:00 P.M.  
LUTHER TOWN HALL  
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

**REGULAR MEETING AGENDA**

Official action can only be taken on items which appear on the agenda. The Trustees may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the Trustees may refer the matter to the Chairman or the Town Attorney, or back to a committee or recommending body. Under certain circumstances, items may be deferred to a specific later date or stricken from the agenda entirely.

1. Call to Order
2. Roll Call
3. Determination of a quorum
4. Approval of the Consent Agenda,
  - a. Approval of the Board Minutes from the meetings of June 14 and June 23, 2022.
  - b. Approval of Claims, including Payroll
  - c. Review and Approval of Treasurer's Report
5. Consideration of Items Removed from the Consent Agenda
6. Trustee Comments

**Trustee One (Terry Arps)**

**Trustee Two (Brian Hall)**

7. Consideration and discussion of budgeted Fiscal Year 2022-2023 step-raises for staff.
8. Consideration, discussion and possible action to install a security camera behind old Town Hall at an amount not to exceed \$950.00. **Tabled from June 23, 2022.**
9. Consideration, discussion and possible action to approve an agreement between the Luther Public Works Authority and AiroSurf communications for lease of space on the water tower and high speed Internet at Town Hall.

**Trustee Three (Carla Caruthers)**

**Trustee Four (Jeff Schwarzmeier)**

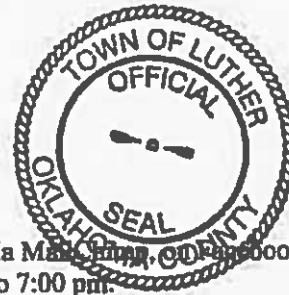
**Trustee Five (Joshua Rowton)**

10. **New Business:** In accordance with the Open Meeting Act, Title 25 O.S. 311.A.9 of the Oklahoma Statutes, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda.

11. **Citizen participation:** Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen's Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes.

12. Adjourn.

  
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Scherrie Pidcock, Town Clerk



Agenda Posted Monday, July 11, 2022, at Luther Town Hall, via [Marta Hinn](#), [OK Facebook](#) at The Town of Luther, and on our website at [www.townoflutherok.com](http://www.townoflutherok.com) prior to 7:00 pm.

the Town of Luther



**BOARD OF TRUSTEES  
FOR THE LUTHER PUBLIC WORKS AUTHORITY  
TUESDAY, JUNE 14 , 2022, IMMEDIATELY FOLLOWING  
THE TOWN BOARD OF TRUSTEES MEETING AT 7:00 P.M.  
LUTHER TOWN HALL  
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

**REGULAR MEETING MINUTES**

1. Call to Order by Terry Arps.
2. Roll Call by Terry Arps. Present were Terry Arps, Carla Caruthers, Jeff Schwarzmeier and Joshua Rowton. Absent was Brian Hall.
3. Determination of a quorum by Terry Arps.
4. Approval of the Consent Agenda,
  - a. Approval of the Board Minutes from the meetings of May 10, May 26 and June 6, 2022
  - b. Approval of Claims, including Payroll
  - c. Review and Approval of Treasurer's Report – Terry Arps made a motion to approve the Consent Agenda as presented, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (4) Yes.
5. Consideration of Items Removed from the Consent Agenda – None.
6. Trustee Comments – None.
7. **PUBLIC HEARING** on the FY 2022-2023 Luther Public Works Authority Budget for the purpose of discussing, developing and finalizing the Luther Public Works Authority budget for the fiscal year beginning July 1, 2022. A copy of the proposed budget is available at Luther Town Hall, 108 S. Main, Luther, OK. – Terry Arps opened the Public Hearing and asked for comments or questions. There were no comments or questions. Terry Arps closed the Public Hearing.

**Trustee One (Terry Arps)**

**Trustee Two (Brian Hall)**

8. Consideration, discussion and possible action to adopt Resolution 2022-04R, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LUTHER PUBLIC WORKS AUTHORITY, LUTHER, OKLAHOMA, APPROVING AN AMENDMENT TO THE BUDGET OF THE LUTHER PUBLIC WORKS AUTHORITY FOR FISCAL YEAR 2021-2022 IN ACCORDANCE WITH THE

**PROVISIONS OF THE MUNICIPAL BUDGET ACT – No Action. (The wording was found to be incorrect on the item.)**

9. Consideration, discussion and possible action to enter into an Emergency Rental Assistance Agreement with Community Cares Partners to assist qualified households with the payment of utilities. – **Terry Arps made a motion to approve the contract, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (4) Yes.**
10. Consideration, discussion and possible action to repair the tractor. - **Terry Arps made a motion to table the item until June 23, 2022, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (4) Yes.**
11. Consideration, discussion and possible action to purchase and install tires for the 2020 Chevrolet pickup for an amount not to exceed \$630.00. – **Terry Arps made a motion to approve the purchase of tires for the pickup at an amount not to exceed \$630.00, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (4) Yes.**
12. Consideration, discussion and possible action to install a security camera behind old Town Hall at amount not to exceed \$950.00. – **Terry Arps made a motion to table the item until June 23, 2022, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (4) Yes.**

**Trustee Three (Carla Caruthers)**

**Trustee Four (Jeff Schwarzmeier)**

**Trustee Five (Joshua Rowton)**

13. **New Business:** In accordance with the Open Meeting Act, Title 25 O.S. 311.A.9 of the Oklahoma Statutes, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda. – **None.**
14. **Citizen participation:** Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen’s Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes. – **Anna Campbell was present and asked if the camera system would be wireless.**
15. Adjourn. – Terry Arps made a motion to adjourn, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (4) Yes.



Minutes transcribed by Scherrie Pidcock, Town Clerk



**MINUTES OF SPECIAL MEETING OF  
THE LUTHER PUBLIC WORKS AUTHORITY  
THURSDAY, JUNE 23, 2022  
IMMEDIATELY FOLLOWING THE BOARD MEETING AT 6:30 P.M.  
LUTHER TOWN HALL  
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

1. Call to Order by Terry Arps.
2. Roll Call by Terry Arps. Present were Terry Arps, Jeff Schwarzmeier and Joshua Rowton. Brian Hall and Carla Caruthers were absent.
3. Determination of a quorum was made by Terry Arps.
4. Trustee Comments – None

**Trustee One (Terry Arps)**

**Trustee Two (Brian Hall)**

5. Consideration, discussion, and possible approval of Resolution No. 2022-04R, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LUTHER PUBLIC WORKS AUTHORITY, LUTHER, OKLAHOMA, ADOPTING THE FISCAL YEAR 2022-2023 ANNUAL BUDGET FOR THE LPWA. – Terry Arps made a motion to approve Resolution 2022-04R as written, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (3) Yes.
6. Consideration, discussion and possible action to repair the tractor. Tabled from June 14, 2022. Terry Arps made a motion to approve the repair of the tractor in an amount not to exceed \$600.00, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (3) Yes.
7. Consideration, discussion and possible action to install a security camera behind old Town Hall at an amount not to exceed \$950.00. Tabled from June 14, 2022. – Terry Arps made a motion to table the item until July 12, 2022, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (3) Yes.

**Trustee Three (Carla Caruthers)**

**Trustee Four (Jeff Schwarzmeier)**

**Trustee Five (Joshua Rowton)**

8. Citizen participation: Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen's Participation Request form and give it to the Mayor. Citizen Participation is for information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes. - **None.**
9. Adjourn. – Terry Arps made a motion to adjourn, 2<sup>nd</sup> by Jeff Schwarzmeier. The Vote: All (3) Yes.



Minutes transcribed by Scherrie Pidcock, Town Clerk

**LUTHER PUBLIC WORKS AUTHORITY  
CLAIMS JUNE 15 THROUGH JULY 12, 2022**

<b>Date</b>	<b>Ref No.</b>	<b>Payee</b>	<b>Memo</b>	<b>Payment</b>
06/15/2022	ACH	QuickBooks Payroll	LPWA PAYROLL	3,202.40
06/15/2022	EFT	Town of Luther	LPWA FUEL REIMBURSEMENT	619.79
06/15/2022	EFT	Town of Luther	LPWA POSTAGE REIMBURSEMENT	201.50
06/15/2022	EFT	Town of Luther	LPWA QUICKBOOKS ONLINE REIMBURSE	80.00
06/22/2022	EFT	Oklahoma Tax Commission	STATE PAYROLL TAXES	138.00
06/23/2022	EFT	IRS	FEDERAL PAYROLL TAXES	767.26
06/23/2022	13513	AMERITAS LIFE INS CORP	VOLUNTARY VISION INS	47.10
06/23/2022	13514	BLUECROSS BLUESHIELD OF OK-DEARBORN	LIFE INS	16.92
06/23/2022	13515	BLUECROSS/BLUESHIELD OF OK-HEALTH	HEALTH INS	1,858.80
06/23/2022	13516	CHANDLER TIRE	TIRES FOR 2020 CHEV	626.84
06/23/2022	13517	Department of Environmental Quality	LICENSE RENEWALS	92.00
06/23/2022	13518	OKLAHOMA MUNICIPAL RETIREMENT FUND	PENSION CONTRIBUTIONS	239.14
06/23/2022	13519	Pioneer Supply	WATER SUPPLIES	561.10
06/23/2022	13520	SECUREVISION OF AMERICA INC	WATER METERS FOR NEW HOMES	442.03
06/23/2022	13521	ZELLA HOLDER	UTILITY REFUND	20.31
06/23/2022	13522	Department of Environmental Quality	LICENSE RENEWALS	92.00
06/27/2022	EFT	BANCFIRST	2020 CHEV LOAN PMT	612.64
06/29/2022	EFT	QuickBooks Payroll	LPWA PAYROLL	3,205.52
07/01/2022	EFT	Total Merchant Services	MONTHLY CARD TRANSACTION FEES	380.04
07/01/2022	EFT	BANCFIRST	DIGITAL WATER METER SYSTEM LOAN	1,017.48
07/07/2022	EFT	IRS	FEDERAL PAYROLL TAXES	768.94
07/11/2022	EFT	BANCFIRST	RETURNED BANK DRAFT ITEM	48.30
07/12/2022	13523	AIRE SERV	REPAIR OF A/C AT 119 S MAIN	374.50
07/12/2022	13524	ALEXIS & DEWAYNE RHODES	UTILITY REFUND	100.14
07/12/2022	13525	AT&T MOBILITY	CELLS/TABLET	136.24
07/12/2022	13526	Delta Dental	VOLUNTARY DENTAL INS	221.00
07/12/2022	13527	Department of Environmental Quality	WATER TESTING FEES	620.65
07/12/2022	13528	DINNERIS MATOS DELGADO	UTILITY REFUND	5.82
07/12/2022	13529	DOLLAR GENERAL	TOILETRIES/CLEANING SUPPLIES	36.42
07/12/2022	13530	Eastside Waste	MONTHLY SANITAITON SERVICES	8,913.01
07/12/2022	13531	FLUENTSTREAM TECHNOLOGIES	TELEPHONE HOSTING	33.00
07/12/2022	13532	JONES HARDWARE	SUPPLIES FOR REPAIRS	125.93
07/12/2022	13533	KYLE & MORGAN GOODACRE	UTILITY REFUND	120.12
07/12/2022	13534	Luther Hardware, LLC	SUPPLIES FOR REPAIRS	285.77
07/12/2022	13535	MARTIN JEAN	UTILITY REFUND	0.72

07/12/2022	13536	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	25.53
07/12/2022	13537	OG&E	ELECTRIC SERVICE	1,952.33
07/12/2022	13538	OKLAHOMA MUNICIPAL RETIREMENT FUND	PENSION CONTRIBUTIONS	239.44
07/12/2022	13539	OMAG	PROPERTY/AUTO/GL INSURANCE	1,125.17
07/12/2022	13540	ONG	NATURAL GAS SERVICE	141.80
07/12/2022	13541	Pioneer Supply	WATER SUPPLIES FOR NEW SERVICES	1,134.35
07/12/2022	13542	UniFirst Corporation	UNIFORMS	221.12
07/12/2022	13543	USA Bluebook	WATER/SEWER PARTS	103.84
07/12/2022	13544	VADIM MUNICIPAL SOFTWARE INC	ANNUAL SOFTWARE RENEWAL	1,588.57
07/12/2022	13545	XCEL OFFICE SOLUTIONS	IT/COPIER SERVICES	191.02
07/12/2022	13546	Young & Associates CPA's	ACCOUNTING SERVICES	295.00
				<u>295.00</u>
				<b>\$33,029.40</b>



**Luther Public Works Authority**  
**Budget vs. Actuals: MAY - JUNE YTD FY 2021-2022**

	May 2022				Jun 2022				Total			
	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget
	Income											
Interest Revenue												
Other/Interest/Tower Rent	1,551.32	1,600.00	-48.68	96.96%	1,566.25	1,600.00	-33.75	97.89%	16,156.60	19,200.00	-3,043.40	84.15%
Sales Tax	2,762.00	2,762.00	0.00	100.00%	2,762.00	2,762.00	0.00	100.00%	33,144.00	33,144.00	0.00	100.00%
Sewer	4,685.00	4,685.00	-4,685.00	0.00%	11,885.00	11,885.00	-11,885.00	0.00%	0.00	63,220.00	-63,220.00	0.00%
Trash & Landfill	11,985.00	11,985.00	-11,985.00	0.00%	27,201.00	27,201.00	-27,201.00	0.00%	0.00	159,036.00	-159,036.00	0.00%
Utility Revenue (Daily Deposit)	28,666.99	10,800.00	17,866.99	265.44%	28,894.25	20,800.00	8,094.25	138.91%	374,316.88	139,600.00	234,716.88	268.14%
Water Drop Sales		150.00	-150.00	0.00%	162.00	150.00	12.00	108.00%	3,324.00	1,600.00	1,524.00	184.87%
<b>Total Income</b>	<b>\$ 32,980.31</b>	<b>\$ 31,982.00</b>	<b>\$ 998.31</b>	<b>103.12%</b>	<b>\$ 33,384.50</b>	<b>\$ 64,198.00</b>	<b>\$ 30,813.50</b>	<b>52.00%</b>	<b>\$ 426,942.84</b>	<b>\$ 416,000.00</b>	<b>\$ 10,942.84</b>	<b>102.63%</b>
<b>Gross Profit</b>	<b>\$ 32,980.31</b>	<b>\$ 31,982.00</b>	<b>\$ 998.31</b>	<b>103.12%</b>	<b>\$ 33,384.50</b>	<b>\$ 64,198.00</b>	<b>\$ 30,813.50</b>	<b>52.00%</b>	<b>\$ 426,942.84</b>	<b>\$ 416,000.00</b>	<b>\$ 10,942.84</b>	<b>102.63%</b>
Expenses												
Debt Service - 2020 Truck	612.64	613.00	-0.36	99.94%	612.64	613.00	-0.36	99.94%	7,351.68	7,356.00	-4.32	99.94%
Debt Service - 3 Vehicles		1,131.00	-1,131.00	0.00%	1,131.00	1,131.00	-1,131.00	0.00%	10,397.03	13,572.00	-3,174.97	78.61%
Debt Service-Water	1,017.48	1,018.00	-0.52	99.95%	1,017.48	1,018.00	-0.52	99.95%	12,209.76	12,216.00	-6.24	99.95%
LPWA Maintenance & Operations												
Accounting Services	475.00	500.00	-25.00	95.00%	350.00	500.00	-150.00	70.00%	9,795.00	6,000.00	3,795.00	163.25%
Billing Software	55.92	75.00	-19.08	74.56%		75.00	-75.00	0.00%	478.68	900.00	-421.32	53.19%
Credit Card/Bank Fees	407.57	300.00	107.57	135.86%	339.81	300.00	39.81	113.27%	4,782.54	3,600.00	1,182.54	132.85%
Dues, Fees, Training, Licenses		50.00	-50.00	0.00%	184.00	50.00	134.00	368.00%	184.00	600.00	-416.00	30.67%
Fuel	200.00	125.00	75.00	160.00%	200.00	125.00	75.00	160.00%	3,103.92	1,500.00	1,603.92	206.93%
Insurance	764.08	250.00	514.08	305.62%	1,124.87	250.00	874.87	448.95%	8,278.16	3,000.00	5,278.16	275.94%
Legal Notice Publications		10.00	-10.00	0.00%		10.00	-10.00	0.00%	0.00	120.00	-120.00	0.00%
Office Supplies / Expenses	246.54	150.00	96.54	164.36%	17.73	150.00	-132.27	11.82%	2,141.91	1,800.00	341.91	119.00%
Phones / internet / IT	608.15	550.00	58.15	110.57%	281.28	550.00	-268.72	51.14%	4,922.22	6,600.00	-1,677.78	74.58%
Postage & Equip	201.50	235.00	-33.50	85.74%	201.50	235.00	-33.50	85.74%	3,359.00	2,820.00	539.00	119.11%
Repairs/Maintenance/Argas	188.73	300.00	-111.27	62.91%	874.72	17,300.00	-16,425.28	5.06%	9,817.32	20,600.00	-10,782.68	47.66%
Uniforms		50.00	-50.00	0.00%	67.60	50.00	17.60	135.20%	788.54	600.00	188.54	133.09%
Utilities/Street Lights/Parks	2,983.65	1,200.00	1,783.65	248.64%	111.98	1,200.00	-1,088.02	9.33%	16,039.04	14,400.00	1,639.04	111.38%
<b>Total LPWA Maintenance &amp; Operations</b>	<b>\$ 6,131.12</b>	<b>\$ 3,795.00</b>	<b>\$ 2,336.12</b>	<b>161.56%</b>	<b>\$ 3,753.49</b>	<b>\$ 20,795.00</b>	<b>\$ 17,041.51</b>	<b>18.05%</b>	<b>\$ 63,708.33</b>	<b>\$ 62,540.00</b>	<b>\$ 1,168.33</b>	<b>101.86%</b>
Personnel Services												
Employee Benefits	2,825.64	1,970.00	855.64	143.43%	2,500.61	1,973.00	527.61	128.74%	27,410.13	23,643.00	3,767.13	115.93%
Salaries /Wages / Payroll Tax	8,018.19	9,355.00	-1,336.81	85.71%	11,369.53	11,358.00	13.53	100.12%	106,097.06	113,922.00	-7,824.94	93.13%
<b>Total Personnel Services</b>	<b>\$ 10,843.83</b>	<b>\$ 11,325.00</b>	<b>\$ 481.17</b>	<b>95.75%</b>	<b>\$ 13,870.14</b>	<b>\$ 13,329.00</b>	<b>\$ 541.14</b>	<b>104.06%</b>	<b>\$ 133,507.19</b>	<b>\$ 137,565.00</b>	<b>\$ 4,057.81</b>	<b>97.05%</b>
Sanitation Service												
Billing Software	8,481.68	8,500.00	-18.32	99.78%	8,710.95	13,500.00	-4,789.05	64.53%	104,840.68	107,000.00	-2,159.32	97.98%
Collection Fee	100.00	75.00	25.00	133.33%	159.93	75.00	84.93	186.57%	1,200.62	800.00	300.62	133.40%





First Priority Alarm Systems, Inc.  
It Pays To Compare

# ESTIMATE LUTHER ADD- ON CAMERA QUOTE

First Priority Alarm Systems, Inc.  
Ok Lic #1707  
PO Box 892156  
Oklahoma City, OK 73189  
United States

Phone: 4056045622  
Fax: 4052279502  
www.firstpriorityalarms.com

**BILL TO**  
Town Of Luther Police Department  
Chris Fetters  
110 S. Main  
Luther, Oklahoma 73045  
United States

405-277-3500  
chris.fetters@lutherpolice.org

**Estimate Number:** 3960  
**Estimate Date:** June 10, 2022  
**Expires On:** July 11, 2022  
**Grand Total (USD):** \$941.85

Product	Quantity	Price	Amount
Nano Station Set Long Range Wi-Fi Extender for IP Cameras (750')	1	\$464.00	\$464.00
Poe Switch Dahua 4 Port Poe Switch	1	\$85.00	\$85.00
Dahua 4MP IR 2.8 mm Eyeball Camera Dahua 4MP IR 2.8 mm Eyeball Camera	1	\$277.85	\$277.85
<p>The Dahua 4 MP Lite Series cameras offer high-resolution video and cutting-edge technology in a compact and accessible package. The cameras feature Smart H 265+ video compression, reducing bandwidth and storage requirements without sacrificing video quality. The camera is equipped with the Dahua Intelligent Video System, a built-in video analytic algorithm that delivers intelligent functions to monitor a scene for Tripwire violations, intrusion detection, and abandoned or missing objects.</p>			
Misc Materials Wire, fittings, and junction box	1	\$115.00	\$115.00

\$941.85

## **LEASE FOR TOWER SPACE**

THIS AGREEMENT is by and between The Luther Public Works Authority, Oklahoma, hereinafter referred to as "Lessor," and Airosurf Communications, Inc., an Oklahoma Corporation, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, Lessor is the owner of a water tower located in The Town of Luther, Oklahoma, hereinafter referred to as "Tower"; and

WHEREAS, Lessee desires to lease space on the Tower as described below; and

WHEREAS, Lessor is willing to lease space on the Tower upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and performances herein contained, the parties agree as follows:

### **1. LEASE OF THE TOWER.**

Subject to the Restrictions described in this Lease, Lessor hereby leases to Lessee access to and space on the Tower sufficient to install, operate, maintain, repair, replace and/or remove wireless Internet reception and transmission equipment, Virtual Private Networking and Virtual Local Area Network equipment, and any other equipment reasonably related thereto.

### **2. TERM.**

The Term of this Agreement shall commence on the 1st day of July, 2022, hereinafter referred to as the "Commencement Date" and end at midnight on the 30th day of June, 2023 (the "Original Term"); provided, however, this Lease shall be automatically renewed each year, for up to four additional years, unless notice is given by either party to the other, thirty (30) days prior to July 1st of each calendar year in which the Lease is in effect. Upon the expiration of the fourth additional Term, the same being June 30, 2027, this Lease will terminate and no additional terms will be allowed under this lease.

### **3. RENT.**

Upon the Commencement Date, and continuing during the Original Term of this Agreement, Lessee shall pay to Lessor, as rent:

- \$285 per month, due and payable on the 1<sup>st</sup> day of each month, starting July 1, 2022, for a 12 month total of \$3420.

For each additional one-year term of this Lease, if any, Lessee shall pay Lessor an amount equal to a 3% increase over the prior year's total per year, payable on the first day of each month, in equal installments per month.

In addition to the foregoing rental payments, Lessee shall, during the Term of the Lease, and any extensions thereof, provide Lessor, at no cost to Lessor, high speed Internet access at Lessor's office.

#### **4. RESTRICTIONS ON ACCESS TO AND USE OF THE TOWER.**

Lessee's use of the Tower and all equipment or operations of Lessee relating to or affecting the Tower shall conform to all applicable laws, rules and regulations of any public authority. Lessee shall be responsible for and shall hold Lessor harmless from any expense or cost of such compliance. Lessee shall obtain all federal, state and local permits and licenses necessary to operate pursuant to the terms of this Agreement; Lessee shall operate its equipment and units in compliance with the rules and regulations of the Federal Communications Commission and any other applicable licensing authority; and shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency, or other governing agencies, if applicable to Lessee's operations.

#### **5. INSTALLATION.**

After consultation with Lessor, Lessee shall have the right, at its expense, to install and maintain any and all equipment necessary for its operations and use of the Tower as provided for herein and such equipment shall, at all times, remain the exclusive property and responsibility of Lessee. Lessee acknowledges that Lessor also uses the Tower for its own purposes and Lessee's access to the Tower, equipment, and use thereof, is restricted to locations within the Tower reasonably available without interference with Lessor's business operations, as determined by the mutual agreement and consent of the parties.

#### **6. ACCESS.**

Lessee, for purposes of transacting business, must have reasonable access to its equipment located in the Tower, and as a part of the consideration herein, Lessor grants to Lessee a right of ingress, egress and access to the Tower and Lessee's equipment, twenty-four hours a day, seven days a week, during the Original Term, or any extension thereof, upon such terms and conditions as Lessor may reasonably require, Lessee will be provided with a key to access the Tower for purposes contemplated by this Agreement and Lessee may use said key to access the Tower for

such purposes provided, however, that prior to accessing the Tower, Lessee must notify Lessor of its intent to access the Tower by contacting Lessor by telephone at its principal place of business and informing Lessor of the intent to access the Tower. If during Lessor's regular business hours, the required notification is complete by informing the employee of Lessor who answers the call. If outside Lessor's regular business hours, the required notification is complete upon leaving a message on Lessor's voice mail recording system.

#### **7. ASSIGNMENT.**

Lessor hereby grants unto the Lessee the right to assign this Agreement and all rights, privileges and obligations hereunder, after first obtaining the approval of the Lessor to such assignment, which approval shall not be unreasonably withheld or denied. Lessor may assign this Lease during any term hereof, provided that such assignment shall not be binding upon Lessee, unless and until Lessee receives actual notice thereof.

#### **8. DAMAGE TO OR DESTRUCTION OF TOWER.**

If the Tower is destroyed or damaged without fault of the Lessee, to the extent that Lessee, in its reasonable judgment, is unable to use the Tower for the purposes contemplated in this Lease, Lessee shall have the right to terminate this Agreement upon notice to the Lessor and thereafter, Lessee shall be under no further obligation to the Lessor. If the Tower is destroyed or damaged due to the actions or omissions of Lessee, Lessee agrees to be liable to Lessor for the full cost of reasonable repairs to the Tower, in the event of damage, or for the full cost of replacement of the Tower, in the event of its destruction. Lessee agrees to make payment for such repairs or replacement at such time as Lessor presents to it an invoice for the repairs or replacement, and the payment is not contingent on Lessor having previously made payment on the invoice.

#### **9. INDEMNIFICATION, AND WAIVER OF ALL LIABILITY.**

Lessee is knowledgeable of the dangers associated with use of towers such as the Tower, and acknowledges it has had an opportunity to independently inspect the Tower, including its physical condition. Lessee accepts the Tower "as is," and assumes all risks associated with its use. Under no circumstances shall Lessor be required to repair the Tower to accommodate Lessee's use of it, nor shall Lessor, under any circumstance, be liable for repairs to or replacement of any of Lessee's equipment, or for any other damages, consequential or direct, resulting from the use of the Tower, regardless of cause.

To the fullest extent allowed by law, Lessee releases Lessor from all liability for the Tower's use, and consequently Lessor shall have no liability whatsoever to Lessee, its employees, officers, agents, invitees, independent contractors, or any other person, for any damage to property or injury to any person, regardless of the cause of such damage or injury. Lessee shall indemnify and hold

Lessor harmless from any and all liability, damage, expense (including reasonable attorney's fees and costs), causes of action, suits, claims or judgments of any kind whatsoever caused by or arising from Lessee's use and/or occupancy of the Tower. Lessee shall further indemnify and hold Lessor harmless from any and all liability, damage, fines, or expenses related to Lessee's failure to comply with the regulatory requirements of any governmental entity.

Lessee shall obtain its own property and liability insurance and provide proof thereof to Lessor.

#### **10. TOWER REPAIRS.**

In the event Lessor makes repairs to the Tower, Lessee shall cooperate with Lessor and shall accommodate Lessor to the fullest extent necessary to accomplish the repairs. Provided, however, in such event, Lessee shall not be required to pay rental for those full days during which Lessee is unable to access or use its equipment, and if such repairs are anticipated to last more than thirty days, Lessee may, at its sole option, cancel this agreement.

#### **11. CONDEMNATION.**

If a condemning authority takes all of the Tower, or a portion thereof which, in the sole discretion of Lessee, is sufficient to render the Tower unsuitable for the use that Lessee is then making of the Tower, this Agreement shall be deemed terminated as of the date title vests in the condemning authority and thereafter, neither party shall have any further obligation to the other.

#### **12. INSOLVENCY.**

If a receiver or trustee is appointed to take possession of all or substantially all of the assets of the Lessee, or if any action is taken or suffered by Lessee pursuant to an act of insolvency, bankruptcy or reorganization, or if the Lessee makes a general assignment for the benefit of creditors, and if such appointment, action or assignment continues for a period of thirty (30) days, it shall, at Lessor's option, constitute a breach of this Agreement by the Lessee and Lessor shall be entitled to the remedies set forth herein below.

#### **13. BREACH BY LESSEE.**

In the event of any breach of any provision of this Lease by Lessee, which breach shall continue for a period of thirty (30) days after receiving notice thereof from Lessor, and except as otherwise provided herein, shall be deemed a default entitling Lessor to the remedies set forth in this Agreement or otherwise available at law or equity; PROVIDED, however, Lessee shall not be in default if Lessee cures the breach within a reasonable time after receiving notice thereof.

#### **14. BREACH BY LESSOR.**

In the event Lessor shall breach any obligation to be performed hereunder, and such breach continues for a period of thirty (30) days after being notified of the same by Lessee, such breach shall be considered a default by Lessor and Lessee shall be entitled also to the remedies as set forth in this Agreement, or otherwise available at law or in equity; PROVIDED, however, if Lessor shall remedy any such default within a reasonable time, this Agreement shall remain in full force and effect.

#### **15. DEFAULT REMEDIES.**

If Lessor or Lessee default on any undertaking, promise or performance called for herein, and such performance is not cured within a reasonable time or as otherwise set forth herein, either party may terminate this Agreement upon notice to the other and upon such termination or not, at the option of the party seeking redress, said party may seek damages for any such breach or default whether or not this Agreement is terminated.

#### **16. NON-DEFAULT TERMINATION.**

Notwithstanding any herein to the contrary, or any of the provisions hereinabove regarding default and termination, and notwithstanding the specified term hereof, this lease may be terminated no less than 60 days after the Commencement Date by either party and at any time by mutual consent of the parties. Upon any termination or expiration of this Agreement, Lessee agrees to promptly remove all of its equipment from the Tower within 30 days of such termination or expiration and return the areas occupied in the Tower to their original condition as existed at the commencement date hereof, normal wear and tear excepted.

#### **17. LIENS.**

Lessee shall not suffer or permit any lien to be filed against its leasehold interest in the Tower, or any improvement thereon, by reason of work, labor, services or materials performed or supplied to Lessee. If any such lien is filed against Lessee's leasehold interest, Lessee shall cause the same to be discharged of record within a reasonable time after the date of filing the same, or as otherwise may be agreed between the parties. Lessee shall indemnify Lessor for any cost, damages or expenses (including attorneys' fees) reasonably incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to termination of this Agreement.

#### **18. NOTICES.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:



LESSOR: Luther Public Works Authority  
c/o Town Clerk  
P.O. Box 56  
Luther, OK 73054

LESSEE: Airosurf Communications, Inc.  
Attn: Sam Walcher  
3800 E. 2<sup>nd</sup> Street STE H  
Edmond, OK 73034

#### **19. SPECIFIC PERFORMANCE.**

Notwithstanding anything herein to the contrary, in the event either party shall fail to comply with any of the terms and provisions of this Agreement, the non-defaulting party shall have the right to recover from the defaulting party all damages suffered by the non-defaulting party and/or shall have the right to seek specific performance hereof by the defaulting party. Remedies set forth in this section shall be in addition to any other remedies available to either party under other terms of this Agreement. In the event any action is filed to enforce any of the terms and provisions of this Agreement, then the unsuccessful party in the action shall be pay to the successful party, in addition to all other sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney fees, as well as court costs and costs of suit preparation.

#### **20. INDEPENDENT CONTRACTOR.**

Each of the parties hereto is an independent contractor and not an agent or partner of the other, for any purpose, and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other party.

#### **21. SUCCESSORS AND ASSIGNS.**

This Agreement represents the entire agreement and understanding of the parties and supersedes all and any other prior agreement, communications or understandings, whether oral or written, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

#### **22. GOVERNING LAW.**

This Agreement shall be construed in accordance with the laws of the State of Oklahoma.

#### **23. AUTHORITY TO ENTER INTO AGREEMENT.**

Each person's signature below indicates that he or she (1) has authority to bind the party for which he or she signs, and (2) has read and understands the agreement.

**LESSOR: Luther Public Works Authority,  
Luther, Oklahoma**

\_\_\_\_\_  
By William T Arps, Chairman

**LESSEE: AIROSURF COMMUNICATIONS, INC.**

\_\_\_\_\_  
By Samuel Walcher, General Manager

State of Oklahoma )  
                                  )ss  
County of Oklahoma)

Before me, the undersigned, a Notary Public, within and for said county and state on this \_\_\_\_ day of July, 2022, personally appeared William T Arps, to me known to be the identical person who subscribed his name to the above and foregoing and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires:

\_\_\_\_\_ Notary Public

State of Oklahoma )  
  )ss  
County of Oklahoma)

Before me, the undersigned, a Notary Public, within and for said county and state on this \_\_\_\_\_ day of July, 2022, personally appeared Samuel Walcher, to me known to be the identical person who subscribed his name to the above and foregoing and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires:

\_\_\_\_\_ Notary Public